

KimCo Design and Manufacturing

WARRANTY POLICY

WARRANTY

KimCo Design and Manufacturing warrants that the products provided to our customer will be free of defects for a period of one year from ship date. KimCo Design and Manufacturing further warrants that the products meet customer specifications and KimCo Design and Manufacturing workmanship standards in effect the time work was performed. Product rework necessitated by any defect warranted by KimCo Design and Manufacturing will be extended those same warranties and terms provided on original orders.

Unless otherwise agreed to in writing by KimCo Design and Manufacturing, the terms will apply to all warranty claims:

1. All products must be returned to KimCo Design and Manufacturing for evaluation. All returns require an RMA (Return Merchandise Authorization) number, which can be obtained through KimCo Design and Manufacturing's Customer Service department.
2. Product defects in material or workmanship will be repaired, reworked or replaced and returned at no charge to the customer for a period of one year.
3. Material warranty does not apply to materials supplied by, or purchased from customer.

DISCLAIMER

KimCo Design and Manufacturing furnishes these warranties in lieu of all other warranties, expressed or implied, including warranties of merchantability or fitness for any particular purpose. These warranties shall be void as to product damaged or rendered unserviceable by negligence of non-KimCo Design and Manufacturing personnel; misuse; tampering; theft; vandalism; fire; water; other peril; repair; relocation or alteration of the product not authorized by KimCo Design and Manufacturing; mishandling of product, including by not limited to ESD requirements, inappropriate storage of the product, design faults which prohibit products from being manufactured to KimCo Design and Manufacturing workmanship standards; or design flaws that produce possible failures to be built into products that cause the components to fail or work improperly.

These warranties shall not extend to, and KimCo Design and Manufacturing shall not be responsible for, consequential or economic damages, either foreseen or foreseeable. In all cases, KimCo Design and Manufacturing liability under these warranties shall be limited to the replacement cost of the product.

These warranties do not cover parts, material, or products damaged as a result of the procedure or process requested by the customer during rework or redesign of the product.

ARBITRATION

THE PARTIES WILL SUBMIT TO BINDING ARBITRATION ANY DISPUTE ARISING OUT OF THIS WARRANTY. THE ARBITRATION WILL BE CONDUCTED BY A SINGLE ARBITRATOR IN SALT LAKE CITY, UTAH, UNDER THE EXPEDITED PROCEDURES OF THE COMMERCIAL RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION; PROVIDED, THAT THE PARTIES WILL NOT BE REQUIRED TO UTILIZE THE SERVICES OF THE AMERICAN ARBITRATION ASSOCIATION AS PROVIDER IN ANY SUCH ARBITRATION. THE ARBITRATION AWARD MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE CUSTOMER HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF UTAH OR THE COURTS OF THE UNITED STATES LOCATED IN THE STATE OF UTAH, AS THE CASE MAY BE, WITH VENUE IN SALT LAKE COUNTY, IN ANY ACTION TO ENFORCE THE ARBITRATION AWARD. THIS WARRANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH, IRRESPECTIVE OF ANY CONFLICTS OF LAWS PROVISIONS, EXCEPT AS SUCH LAWS MAY BE PREEMPTED OR SUPERSEDED BY THE LAWS OF THE UNITED STATES.